

LETTER OF AGREEMENT
BETWEEN
THE CIRCUIT COURT SUPERVISORS
AND
13th JUDICIAL CIRCUIT COURT FOR THE STATE OF MICHIGAN
~~AND~~
~~THE GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS~~



WHEREAS, the Circuit Court Supervisors contract has been discussed by the Circuit Court Supervisors employees, the Circuit Court Judges, and the Fiscal Agent, Grand Traverse County. The parties have agreed to a new contract with the following resolution of terms and conditions for calendar years 2020 and 2021 (January 1, 2020 - December 31, 2021):

IT IS AGREED:

1. Effective January 1, 2020, the wage scale shall be increased by 2%. Effective January 1, 2021, the wage scale shall be increased by an additional 1.5%. Whenever effective under any other Grand Traverse County labor agreements for 2020 and 2021, the wage scale shall be increased by the same percentage as the increase contained in any of those labor agreements, if it is higher than the increases provided in this contract.
2. Health Insurance. The Fiscal Agent shall provide health insurance benefits with a Health Savings Account (HSA) plan. The employee will contribute no more than 20% of the Fiscal Agent's premium cost for the base plan. Part time employees will pay a pro-rated share of the premium based on their regular payroll status. Commencing January 1, 2021, if the Fiscal Agent offers lower cost medical benefit plans, employees shall have the option to select a plan. The Circuit Court Association will receive a quarterly lump sum payment to their HSA account each year of this contract for 2020 and 2021 as follows for each year the plan is in place:
 - i) \$1,000 for single subscriber coverage;
 - ii) \$2,000 for double/family subscriber coverage.

The Fiscal Agent may offer a lower cost health insurance plan and each individual employee shall have the option to select this plan.

Whenever effective under any other Grand Traverse County labor agreements for 2020 and 2021, the HSA contribution by Grand Traverse County shall be increased by the same amount as increases contained in those labor agreements, if it is higher than the amounts provided in this contract.

- a) Payment in Lieu of Health Insurance. Employees who are eligible for health insurance coverage through the County and elect to NOT enroll in the group medical insurance plan because they are eligible for coverage under another qualified group health insurance plan available to their spouse and/or eligible dependents will be eligible to receive additional compensation based upon their medical care coverage eligibility status.

The amount of such monthly compensation may be fixed by the Board of Commissioners, but shall not be less than \$166.66 per month. Payments will be made once per year in the amount of \$2,000 on the first payday of December of each year.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Fiscal Agent to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator within thirty (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period.

3. Optical & Dental. The Fiscal Agent will continue to provide the employees with the same Optical and Dental insurance coverage, currently in effect as of 12/31/2019. Part-time employees will pay a pro-rated share of the premium based on their regular FTE through payroll deduction.
4. Defined Contribution Plan. New employees hired January 1, 2016, and thereafter, that are regular full time and part time employees working at least 75 hours per month shall be covered under the Michigan Municipal Employees Retirement System (MERS) 401(a) Defined Contribution Plan. For employees covered under the Michigan Municipal Employees Retirement System (MERS) Defined Contribution Plan, the Fiscal Agent shall contribute three (3%) percent of the employee's wages. Employees may choose to contribute three (3%) percent of their wages to the plan, and if the employee chooses to contribute three (3%) percent, the Fiscal Agent will contribute an additional three (3%) percent.

Defined Benefit Plan. For all employees hired prior to January 1, 2016, the Fiscal Agent shall pay the full cost without employee contribution of the Michigan Municipal Employee Retirement System (MERS) B-4 plan with the F55/25, V-6, FAC3 and E-2 riders of the Municipal Employees Retirement System. This retirement plan is fully funded by the Fiscal Agent and has been funded by past employee wage reductions of approximately 10% or more. There will be no additional employee contributions.

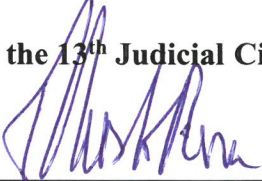
5. The Fiscal Agent will maintain all benefits, including but not limited to, vacation, personal time (except as provided in paragraph 2(a)), workers compensation, unemployment, longevity, life & AD&D insurance, short term disability, holiday

schedules, and retirement benefits all as previously negotiated by the parties will be maintained.

NOW, THEREFORE, BE IT AGREED BY THE CIRCUIT COURT SUPERVISORS, ^{and} THE 13th JUDICIAL CIRCUIT COURT, ~~and the GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS~~ that this agreement shall be effective on January 1, 2020, and shall remain in full force and effect through December 31, 2021.

FURTHER, BE IT AGREED that the wage and benefit package be adjusted in accordance with the above terms and all other terms and conditions of prior agreements are continued except as modified by this agreement.

For the 13th Judicial Circuit Court:

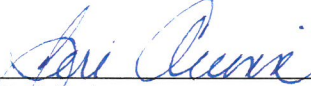

Thomas G. Power
Circuit Court Judge

1/3/2020
Date


Kevin A. Elsenheimer
Circuit Court Judge

1/3/2020
Date

For the Circuit Court Supervisors:


Teri Quinn
Circuit Court Administrator

12/30/2019
Date


Jeremy Hogue
Circuit Court Association

1/3/2020
Date

~~For the Board of Commissioners:~~

~~Robert Hentschel
Chairperson~~

~~Date~~

~~Nate Alger
County Administrator~~

~~Date~~

